

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

Boland Trane Services 30 West Watkins Mill Rd. Gaithersburg, MD 20878	DATE ISSUED:	February 2, 2016
	CURRENT REFERENCE NO:	16-219-SS
	CONTRACT TITLE:	HVAC Maintenance & Repair Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective **February 1, 2016** and expires on **January 31, 2021**.

ATTACHMENTS:

AGREEMENT NO. 16-291-SS

CONTRACT PRICING:

REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Pat Payne	TELEPHONE NO.:	240-306-3226
	CONTACT EMAIL:	Pat.payne@boland.com
COUNTY CONTACT: Tsehay Martin	TELEPHONE NO.:	703-228-7593
	CONTACT EMAIL:	cmartin@arlingtonva.us

CONTRACT AUTHORIZATION


Joshua A. Makely, CPPB
Buyer

2/2/16
DATE

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 16-219-SS

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between BOLAND TRANE SERVICES 30 West Watkins Mill Road, Gaithersburg, MD 20878 ("Contractor"), a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, and Attachment A (Scope of Work – CONTRACTOR'S Proposal dated January 12, 201[6]).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide HVAC maintenance and repair services to the County. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The Work shall commence on February 1, 2016 and the Work shall be completed no later than January 31, 2021, subject to any modifications as provided for in the Contract Documents.

4. CONTRACT AMOUNT

This is a lump-sum, fixed-price contract. The Contractor agrees that the total payment for all tasks described under this Agreement will not exceed \$172,776.00 annually, ("Contract Amount") regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the scope of Work of the Contract. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Contract.

5. PRICE ADJUSTMENTS

The Contract unit price(s) shall remain firm throughout the Contract Term, unless the Contractor requests a price adjustment, and the County approves such an adjustment, in accordance with the following procedure:

- A. The Contractor may submit a written request for price adjustment to the County not less than sixty (60) days prior to January 31, of any given year of the contract ("Anniversary Date").
- B. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation/de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the September of each year of the Contract.

Any adjustment(s) to unit price(s) approved by the County as a result of the procedure set forth in A and B above, shall become effective the day after the current Anniversary Date and shall be binding on both parties for the remainder of the Contract Term unless an adjustment is requested the Contractor and approved by the County in a subsequent year, as set forth above.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in A and B above by the thirtieth (30th) calendar day prior to the Anniversary Date, the County may in its sole discretion terminate the Contract.

6. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on Invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Attachment A and included in the Contract Amount unless those goods or services are covered by a

written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Attachment A unless otherwise agreed by the parties in writing.

10. REIMBURSABLE EXPENSES

No expenses except those identified in this Contract as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a County purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project related expenses during the initial contract period shall not exceed the amount shown in Attachment A.

12. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when

the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

15. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

16. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

18. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

21. TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

23. WARRANTY

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

24. UNSATISFACTORY WORK

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

25. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for

the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

26. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

27. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

28. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

29. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

30. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

31. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

32. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

33. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

34. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

35. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

36. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

37. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

38. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall

be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

39. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

40. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

41. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

42. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

43. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

44. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

45. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

46. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

47. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

48. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

49. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

50. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

51. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

52. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

53. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to

an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Pat Payne
30 West Watkins Mill Road
Gaithersburg, MD 20878

TO THE COUNTY:

Tsehay Martin, Project Officer
Arlington County, Virginia
1400 N Uhle Street, Suite 601
Arlington, VA 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

54. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

55. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

- d. The Contractor shall carry Errors and Omissions or Professional Liability Insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BOLAND TRANE SERVICES

AUTHORIZED
SIGNATURE:

Michael E. Bevis

AUTHORIZED
SIGNATURE:

Mark Gallivan

for NAME AND
TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND
TITLE: MARK GALLIVAN - SALES LEADER

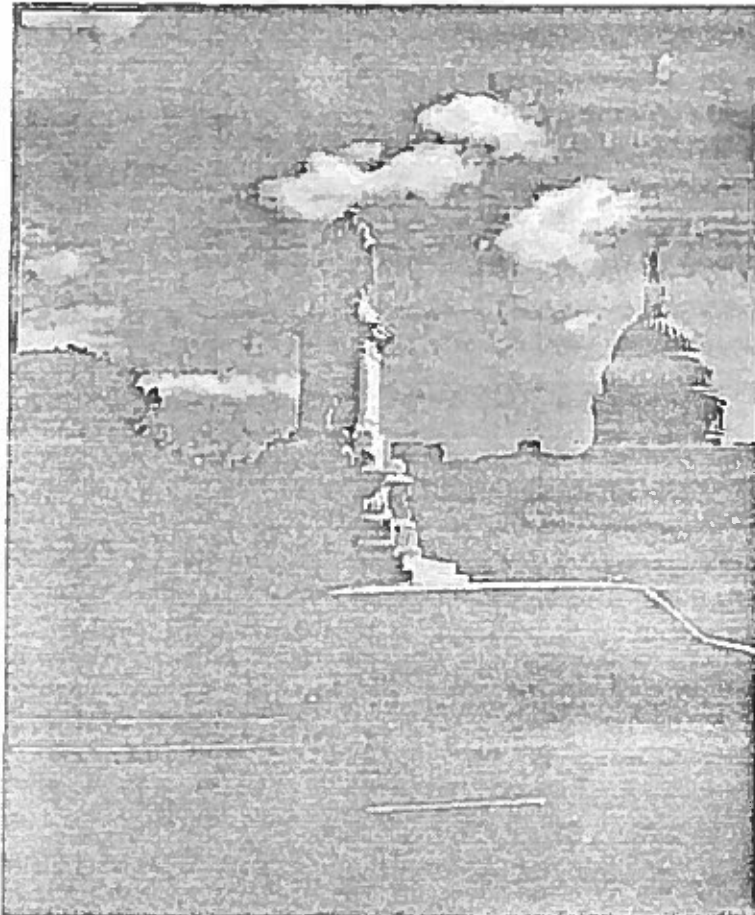
DATE: 2/2/2016

DATE: 2/2/2016





HVAC EQUIPMENT SERVICE AGREEMENT



SERVICE PROPOSAL FOR:
Arlington County VA Office
1400 N Uhle St, #601
Arlington, VA 22201
Attn: Tsehay Martin

JOB NAME & LOCATION:
Multiple Sites
Arlington County, VA

PROPOSAL SUBMITTED BY:
Pat Payne
Account Executive
30 West Watkins Mill Road
Gaithersburg, MD 20878
(240) 306-3226

DATE OF SUBMISSION:
January 12, 2015





HVAC EQUIPMENT SERVICE AGREEMENT Executive Summary

Thank you for choosing Boland Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Boland Scheduled Service Agreement will provide planned maintenance for your HVAC systems. The agreement assures that factory recommended services are executed on scheduled intervals.

Beyond the benefits of a typical service plan, a Boland Scheduled Service Agreement can deliver enhanced value through an optional Performance Package. Boland is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Boland customer you can count on:

- **Priority Response** – as a Boland Service Agreement customer you will have service priority, above time and materials customers.
- **Advanced Diagnostics** – Boland proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- **Boland OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- **Dedicated Boland Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.



HVAC EQUIPMENT SERVICE AGREEMENT Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fall approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by **70-75%***

Reduce downtime by **35-45%***

Lower equipment repairs and maintenance costs by **25-30%***

Reduce energy consumption by **5-20%***

*Source: FTRP 2004 Data - July 2004

In addition to financial value, when you partner with Boland you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response – Arlington County VA Office will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Boland utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Boland Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your Boland Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Boland Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Boland Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Boland service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. All of our technicians have participated in mandatory Defensive Driver Training. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Boland maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Boland service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

Environmental Management

Refrigerant Policy - Boland Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Boland service technicians are Universal-certified and use only certified recovery equipment.

Oil Disposal – Boland Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Boland has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Boland will remove used oil from refrigeration units for the customer to arrange disposal).



HVAC EQUIPMENT SERVICE AGREEMENT Safety Standards



Boland's Safety Standard

Boland is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Boland has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Boland's safety culture is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Safety Tools, Training & Expertise

Boland's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Boland technicians include:

- **Safety Training** – Classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- **Electrical Safety** – NFPA 70E compliant – electrical PPE; Arc Flash PPE; flame-resistant clothing.
- **Fall Protection** – full complement of fall arrest and fall restraint equipment for technician.
- **Ergonomics** – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- **Driver Safety Training** – All operators of company owned vehicles receive Defensive Driver Training.
- **Refrigerant Management** – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules.
- **Empowerment** – Technicians are empowered with full management support to address safety hazards. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of all Boland associates. Boland's safety culture is based on the following safety principles:

- Leadership at the local level manages Boland's safety performance.
- Field Team Leaders are actively engaged in risk reduction activities and safety audits.
- Management clearly communicates to all Boland associates their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety program developed by Boland – developed in accordance with OSHA 1910 and 1926.
- Audits and Inspections – Conducted by Boland's Safety Director, Field Team Supervisors, and Field Team Leaders.
- Company safety compliance programs – ensure that they are fully implemented.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Drug and Alcohol Policy – mandatory requirement for-cause and post-accident incident testing.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Boland safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Boland to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



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- III. Scope of Services – Water-Cooled Chiller(s) ****Attachment 'C'******
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- VIII. Scope of Services – Tracer System(s) ****Attachment 'H'******
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- X. Pricing and Acceptance**



Centrifugal Chiller- Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on that part of the system for which Boland Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

MONTHLY INSPECTION of your unit during operating season.

- Check and record operating temperatures, pressures and amperages.
- Verify proper operation of safety controls.
- Verify operation of purge.
- Change oil in purge vacuum pumps when required.
- Verify proper operation of control circuit.
- Review operating log with engineer.
- Report any uncorrected deficiencies noted. Recommend upgrades to improve efficiency.
- Advise engineer on tower operation.

ANNUAL ROUTINE MAINTENANCE SERVICE which includes the following:

- Pressure test CenTraVac as required and report minor leaks.
- Tighten all exposed flanges and seal all bolts.
- Inspect purge system and clean purge pump, purge oil separator, and purge drum.
- Inspect & calibrate safety controls.
- Meg CenTraVac motor and oil pump motor.
- Check dash pot oil in main starter, tighten all starter terminals and check contacts for wear.
- Change oil in CenTraVac (Supplied by owner at his option).
- Tighten motor terminals.
- Change oil filter as required.
- Tighten oil heater leads.
- Verify proper operation of vane positioner.
- Take oil sample and have analyzed for acid and metal content.
- Report any uncorrected deficiencies noted.

CONDENSER TUBES Cleaning occurs once per year, provided machine is flanged so that heads can be readily removed and valves are in good operating condition. (Labor only for rodding). If tubes need to be chemically cleaned, it will be done on a T&M basis.



Water-Cooled Chiller- Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on that part of the system for which Boland Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

MONTHLY INSPECTION of your unit during operating season.

- Check and record operating temperatures, pressures and amperages.
- Adjust operating safety controls.
- Check operation of control circuit.
- Review operating log with engineer.
- Report any uncorrected deficiencies noted. Recommend upgrades to improve efficiency.
- Advise engineer on cooling tower operation.
- Check amp readings.
- Check load and unload operation.

ANNUAL ROUTINE MAINTENANCE SERVICE which includes the following:

- Pressure test CenTraVac as required and repair minor leaks. Major leaks repaired on T&M basis.
- Tighten all exposed flanges.
- Check & calibrate safety controls.
- Meg CenTraVac motor.
- Tighten motor terminals
- Change oil filter as required.
- Tighten oil heater leads.
- Take oil sample and have analyzed for moisture content.
- Report any uncorrected deficiencies noted.
- Chemically clean oil cooler as required.

CLEAN CONDENSER

- Performed once a year.
- Additional chemical cleaning will be billed time and material unless water treatment is provided by Boland Services.



Air-Cooled Chiller- Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on that part of the system for which Boland Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

MONTHLY INSPECTION of your unit during operating season.

- Check and record operating temperatures, pressures, amperages, and voltages.
- Adjust operating safety controls.
- Check operation of control circuit.
- Review operating log with engineer.
- Report any uncorrected deficiencies noted. Recommend upgrades to improve efficiency.
- Check load and unload operation.
- Check condenser fans for proper operation.
- Check coils for dirt buildup.
- Check refrigerant charge.
- Check super heat, subcooling or evaporator refrigerant pressure or condenser refrigerant pressure.

ANNUAL ROUTINE MAINTENANCE SERVICE which includes the following:

- Pressure test CenTraVac as required and repair minor leaks. Major leaks repaired on T&M basis.
- Tighten all exposed flanges.
- Check & calibrate safety controls.
- Meg compressor motors.
- Tighten motor terminals
- Change oil filter as required. (Pressure drop used to detect)
- Tighten oil heater leads.
- Take oil sample and analyze for moisture content.
- Report any uncorrected deficiencies noted.
- Chemically clean oil cooler as required.
- Check heat tape on evaporator.
- Check oil level.
- Touch up paint areas of corrosion.
- Record compressor run hours and starts.

AIR COOLED CONDENSER COILS will be cleaned with high pressure chemicals on a time and material basis as required and on request by owner.

Rooftop Unit- Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on that part of the system for which Boland Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

SPRING AND FALL OPERATING AND MAINTENANCE SERVICE

Spring Check

- Check economizer operation to ensure economical operation.
- Check exhaust fan operation
- Check operation of operating and safety cooling controls.
- Check filters.

Fall Check

- Check economizer operations.
- Check exhaust fan operation.
- Check operation of heating control. The check above will be made with a Trane load simulator and digital volt meter to ensure proper amp voltage, cut-in, and cut-out points.
- Check filters.

MONTHLY MAINTENANCE SERVICE

- Lubricate fan bearings.
- Actuate inlet vanes and linkage for movement.
- Check air filters as required.
- Check coils for obstruction and dirt.
- Confirm proper condensate flow.
- Check belts and change as required.
- Check operation controls, safety controls, proper pressures, and temperatures.
- Check thermal expansion valve for proper superheat.
- Confirm proper oil levels.

MID-WINTER MAINTENANCE SERVICE

- Check pilot flame current (gas fired).
- Check gas operation.
- Clean any dust and debris from the combustion fan wheel.
- Operate (cycle) wet heat actuator.
- Test freeze stat and check unit operation in freeze mode.
- Examine heating coil for any accumulated debris.
- Check all power fuses in electric heat section.
- Check all heating contactors.
- Check electrical connections in the variable frequency drive.
- Clean any dust and debris from the VFD, its heat sinks, and cooling fan.

ANNUAL ROUTINE MAINTENANCE SERVICE

- Review past year operation (log and lock box).
- Perform all items listed in quarterly inspections.

- **Leak test all refrigerant piping.**
- **Meg compressor motors.**
- **Tighten set screws on fan assembly locking collars.**
- **Clean condensate pan and Inlet guide vanes.**
- **Verify proper operation of inlet vane assembly.**
- **Inspect fan and motor controls.**
- **Check thermal expansion valve sensing bulb for proper security and insulation.**
- **Perform oil analysis for acid content and metal wear as necessary.**
- **Inspect contactor surfaces and connections.**
- **Clean coils as required.**



Boiler- Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment or minor repair which can be made in two (2) hours on that part of the system for which Boland Trane Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses or circuit breakers will not be considered emergency calls under this agreement unless Boland Trane Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling of components, opening of a refrigeration system, the evacuation and recharging of same in event of refrigerant loss, etc., is not included under this coverage.

Boilers – Maintenance Coverage “A”

MONTHLY INSPECTION of your unit during operating season.

- Check burner operation; make visual check of fire for modulation and smoke. Check limits and interlocks.
- Check temperature and safety controls.
- Clean burner and burner nozzles.
- Report any deficiencies to building engineer and owner.

ANNUAL ROUTINE MAINTENANCE INSPECTION

- Check combustion efficiency.
- Check flue gas temperature at boiler outlet to determine if boiler needs cleaning.
- Make necessary adjustments to maintain combustion efficiency.
- Check CO, O₂, CO₂, NOX. Give written Report.
- Open fire side. Clean if needed (extra).
- Make necessary adjustments to maintain combustion efficiency.
- Check all electrical connections; tighten as required. Replace any defective wiring.
- Check all limits, flame failure control programmer, and low water. (Materials extra)



Variable Refrigerant Flow System – Maintenance Coverage

FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)

This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on that part of the system for which Boland Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

MONTHLY INSPECTION of your unit during operating season.

Indoor:

- Check running noise, measure winding resistance, and clean blade on fan and motor.
- Check air filter.
- Check connections, mountings, for blockage, and check pump and float switch.

Outdoor:

- Check running noise and measure winding resistance on compressor.
- Check running noise, measure winding resistance, and clean blade on fan and motor.
- Check tightness of terminals on the electrical system.

ANNUAL MAINTENANCE of your unit which includes the following:

Indoor:

- Check running noise, measure winding resistance, and clean blade on fan and motor.
- Check air filter.
- Check connections, mountings, for blockage, and check pump and float switch.
- Check operation of coil and refrigerant system.
- Check operation of controllers.
- Clean coils as required.

Outdoor:

- Check running noise and measure winding resistance on compressor.
- Check running noise, measure winding resistance, and clean blade on fan and motor.
- Check operation of coil and refrigerant system.
- Check tightness of terminals on the electrical system.
- Clean coils as required.

NOTE: Clear and visible accessibility required for maintaining and servicing all indoor units.



Building Automation Controls Services

Included	Seasonal Service
	Seasonal Start-up
X	Monthly Inspections on Tracer SC System
	System Shutdown
X	Annual Seasonal Maintenance on Tracer SC System

Included	Building Automation Controls Services
X	Emergency On-site Response—With emergency on-site response, Boland responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.
X	Full System Backup—Boland will complete recurring, comprehensive backups of local control panels, along with the Tracer database and graphics. In the event of a serious error or catastrophic event, the full system can be restored to the last known settings in a matter of hours.
X	Software Service Pack Updates—The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.
	Software Upgrades—New software versions and enhancements are periodically released and installed by Boland technicians to improve building operation and extend the life of the building automation system and controls. Software upgrade may require a hardware upgrade.
	/Hardware Upgrades—Defined /hardware will be upgraded as specified to replace obsolete equipment and software with the latest Boland technologies that are designed to improve and enhance system performance.
X	Operator Training—On-the-job training by Boland controls technicians will be provided to teach in-house operators how to utilize system technologies to their full potential. New operator training will be provided to help any new staff members quickly gain competence in the system's functionality. Training schedules and topics will be customized based on current staff needs.
X	Sequence of Operation Verification—Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Included	Building Automation Controls Services (continued)
X	<p>System Analysis—Boland will review the building automation system to minimize software problems that might negatively impact its performance. Boland will review the system to identify and correct programming errors, failed points, points in alarm and points that have been overridden.</p>
	<p>Control Loop Tuning—Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions.</p>
	<p>VAV Front-End Analysis—Ensures reliable and optimized performance of the VAV Boxes connected to your primary control system. VAV Boxes can drift, due to a number of mechanical or electrical reasons. This procedure analyses the VAV system from the front end to ensure that the spaces served by your VAV boxes are controlled within tolerance while maintaining a comfortable environment for building occupants.</p>
	<p>Advanced Optimization—Boland technicians will assess the current operation of HVAC equipment and, where appropriate, modify the sequence of operation through enhanced control strategies. Improvements may include, but are not limited to, the following: Air supply and water temperature reset schedules; ventilation controls strategies; and VAV pressure optimization strategies.</p>
	<p>Energy Benchmarking—Boland personnel will benchmark the energy consumption based on the facilities consumption, usage and history of the facility and provide a report outlining a list of proposed Energy Conservation Measures that would provide improved building efficiency and utility cost savings.</p>
	<p>Sensor Calibration—Over time, the accuracy of sensors naturally degrades, adversely affecting energy efficiency and compromising the environmental conditions that exist within the building. Even seemingly small variations can have negative effects. For example, an outside air sensor that is merely a degree or two out of calibration may cause the mechanical cooling and heating systems to run prematurely, resulting in excessive energy use. Under the terms of this agreement, Boland will periodically calibrate all included sensors.</p>
	<p>Point-to-Point Verification—For critical applications/systems, Boland will conduct point-to-point system verification over the course of this agreement, as agreed upon. Verification consists of testing and evaluating each connected, monitored (input) or controlled (output) automation point and verifying its proper readout at the BAS. This point-to-point system verification ensures the connected automation points are reading and functioning properly to maintain the appropriate application set points. Point-to-point verification provides added assurance that critical systems continue to function as intended.</p>
	<p>Trending Analysis—"Trending" critical data points helps to identify performance problems within the facility. The resulting data helps Boland diagnose problems, and devise effective corrective actions.</p>

Included	Building Automation Controls Services (continued)
	<p>Intelligent Services—In addition to the standard Alarm Notification that is included in this service agreement with Boland, the following Intelligent Services have been added to the contract:</p>
	<p>Active Monitoring—Boland Technical Specialists monitor the HVAC system around the clock, performing diagnostics and alarm mediation (when it can be accomplished remotely), to minimize system downtime and reduce the need for on-site service calls.</p> <ul style="list-style-type: none"> • Monitor and respond to customer-defined critical alarm points • Alarm monitoring 7 days per week, 24 hours per day • Fault diagnostics by Boland Technical Specialists, plus remote alarm mediation when possible • Intelligent mobilization of Boland service personnel when on-site service is required • Automated alarm activity report (daily, weekly, monthly) • Archiving of critical alarm data • Weekly validation of site connectivity to ensure ongoing communications between the BAS and Trane Intelligent Services Center
	<p>Building Performance Package—Boland collects information from Trane Tracer SC™ systems, interprets it and provides recommendations that will improve reliability and optimize efficiency.</p> <ul style="list-style-type: none"> • 24 hours a day, 7 days a week, 365 days a year data collection and analysis and alarm monitoring • Initial analysis demonstrates immediate opportunities for system efficiency improvements and establishes a performance baseline • Quarterly, Boland presents system trends, potential remedial action, and financial impact • Intelligent mobilization of Boland service personnel when necessary, per the terms of the agreement • Access to automated alarm activity reports (daily, weekly, monthly) • Archiving of critical alarm data on the Boland system <p>Boland Technical Specialists will conduct continuous, automated HVAC system analysis, then present recommendations for improved system performance and demonstrate the potential gains through documented proof points. Boland will work with the customer to prioritize repair, service and upgrade activities.</p>
	<p>Custom Monitoring—Boland Technical Specialists interface with the building automation system to provide the following custom monitoring services:</p>
	<p>Boland's EnergyPrint— will provide utility data gathering, reporting, analytics and dashboard services through an online dashboard powered by EnergyPrint.</p>
	<p>Energylogix</p> <ul style="list-style-type: none"> • Real time proactive display of utility consumption that promotes faster & smarter operational decision making. • Track consumption of Electric, Gas, Water, Steam, Compressed Air, and more. • All reports and displays are accessible via the Internet using a standard web browser. • No practical limit to the number of meters or buildings that can be tracked and viewed by EnergyLogix. • Built in analytics to identify problems and Financial savings faster.



Tracer SC – Maintenance & Coverage Summary

Scope of Work - General Tasks & Visit Schedule

Under the unique Boland concept of a ‘physical touch’ and a ‘digital touch’ for maintaining control system operation at its optimum state, both site visits and remote monitoring will be utilized.

Site visits will be scheduled and coordinated with the building operator to allow for controls service of the appropriate systems at the appropriate time. For example, it probably makes sense to schedule the controls service review of the hot water system at the beginning of the heating season. This helps make sure that the system will be functional and ready to operate when required, while also minimizing any maintenance downtime required while the system is needed most. Likewise, physical touch maintenance may be coordinated to coincide with any mechanical system maintenance being performed, and staggered throughout the agreement life.

Digital Touch maintenance is somewhat more flexible since it can be performed either on or off site (where remote communications capability is available). Even with this flexibility, the Boland technician will coordinate with the building operator to make sure that scheduling is appropriate, and that any special areas of concern receive the attention deserved.

During these site visits, and the coordination contacts for remote monitoring, the technician will dedicate time to spend with the building operator. This time will be dedicated to reviewing building operation, discussing any areas of special concern, limited training, and general communications.

Following each site or remote visit, the building owner will receive a written log of the actions undertaken, the results, and any recommended actions.

Scope of Work - 24-Hour Emergency Response

Boland will maintain a 24-hour emergency answering service for our Service Agreement customers. The service is designed to respond to owner emergency needs 7 days a week, 365 days per year. Our goal is to make contact with the owner’s representative within 2-hours of the emergency request to create a response plan.

The owner will be supplied with a Boland after-hours emergency telephone number. Upon receipt of the call, the on-call Boland technician will respond to the owner’s request. Off-site dial up service will be attempted if the site is set up with modem capability. If dial up service cannot be performed, the technician will be dispatched to the site upon their authorization. The emergency service will be invoiced on a time and material basis, unless covered elsewhere in this agreement.

Through this service, you can be assured the peace of mind that comes with knowing any emergency failures and occupant comfort problems can be dealt with at any time, thus minimizing expensive downtime and occupant dissatisfaction.

Scope of Work - Tracer SC™ Operator Training – Level 1

Boland realizes that a facility operator's best chance for success in running an efficient and comfortable building comes about when they understand both their HVAC and lighting systems, and the controls that operate them. By gaining an understanding of their system capabilities, the building operator is in the best position to make minor adjustments, and to adequately communicate problems and areas for improvement with their Boland technician.

Boland has developed various levels of operating training with these goals in mind. By participating in operator training, the building operator will gain an understanding of their system and be better prepared to make minor adjustments for efficient, comfortable operation, and also to interface with their Boland technician in maintenance and improvement of the system. With a local understanding, the building operator will be able to minimize occupant comfort complaints by making minor adjustments, and also to assist in saving operating and maintenance costs by improving building efficiency.

Operator training is divided into various levels to reflect the desired involvement and advancing talents of the building operator. Level 1 training includes:

Tracer SC Overview of System Capabilities

This training is targeted toward owner operators to familiarize them with the Tracer product line and its features such as system architecture, literature, applications, acronyms and terminology. The training will give an in-depth overview of system expansion capabilities for unit control applications. The product line consists of operator s, building control panels, and microprocessor-based unit controls for HVAC units, which together, create the Trane Integrated Comfort™ System (ICS).

Tracer SC Software Operations / Database

This interactive training is designed to instruct the owner operator to perform daily operations on the Tracer SC system, including logon, logoff, using tool bars and menus, alarm acknowledgement, how to display and print event logs. The operator will learn to use the graphical interface to monitor and control the HVAC mechanical system, control lighting and other building systems.

Scope of Work - Tracer SC™ Operator Training – Level 2

Operator training is divided into various levels to reflect the desired involvement and advancing talents of the building operator. Level 2 training includes:

Tracer SC Site Setup Functions

The set up functions training will enable the owner/operator to make changes to the database on a regular basis. Tracer SC building operators will be taught to perform the following advanced functions by a Boland technician. The building operators will learn how to perform daily operations including:

- Adding operators and changing security access for an operator
- Deciding where to route messages and alarms
- Changing temperature set points for building areas and mechanical equipment
- Setup of modems and pagers



HVAC EQUIPMENT SERVICE AGREEMENT

I. Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

Boland Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Boland normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Boland Technician for the normal performance of Scheduled Maintenance and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope Includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Boland Technicians will capture and track all refrigerant activity performed by Boland for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane’s extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



REFER TO ATTACHMENT 'A' – EQUIPMENT SCHEDULE PER LOCATION



HVAC EQUIPMENT SERVICE AGREEMENT

IX. Standard Terms & Conditions

1. Coverage

1.1. This agreement includes only the labor required for the services described under Coverage "A" as per attached. The Buyer assumes responsibility for all labor required for other services and on other parts of the system not covered by this agreement, for Emergency Calls caused by boiler or power failures, and for parts and supplies furnished.

2. Covered Equipment

2.1. This agreement applies only to the equipment listed in "Covered Equipment".

2.2. The Seller does not assume the responsibility for the normal day-to-day operation of the equipment listed in "Covered Equipment" such as keeping the water tower clean and operating efficiently, keeping the condenser strainer clean, purging regularly, pumps, nor for the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage or for obtaining proper operation; nor for the maintenance and repair of ancillary equipment unless listed for coverage in "Covered Equipment".

3. Customer's Responsibilities:

3.1. In order to permit company to properly perform the services included in this agreement, Buyer agrees:

3.1.1. Provide proper operation of equipment

3.1.2. To provide reasonable and timely access to all equipment covered in this agreement.

3.1.3. To allow the Seller to start and stop equipment as necessary.

3.1.4. Unless otherwise included in this agreement, to provide water treatment as appropriate for the proper functioning of the equipment covered in this agreement.

4. General Conditions -Under all conditions of this agreement it is understood and agreed that:

4.1. Major repair labor, such as dismantling of components, leak testing or tube cleaning, except as part of annual service, opening of refrigeration systems, evacuation and recharging of same in the event of refrigerant loss, etc., is not included or furnished by the Seller under this agreement, and if repairs or major labor and parts are required, the Buyer agrees to pay for same at the prevailing Seller's hourly rate.

4.2. The Seller does not have, or assume, responsibility for service of air conditioning duct work, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, water towers, chilled or condenser water piping, pumps or motors or air handling units and control systems unless specifically stated in the scope of services and/or list of equipment in the agreement. Nor shall the Seller be responsible or liable neither for any utility or power service connected to or essential to the operation of the herein-described equipment, nor the failure thereof, nor shall it be liable for damages to the equipment due to failure thereof.

4.3. Water treatment to protect the equipment described herein or to provide satisfactory operation is not furnished or include hereunder unless specified under "Covered Equipment" and such treatment by a qualified company must be furnished by the Buyer to any equipment covered by this agreement.

4.4. The Seller shall not be liable for injuries to persons or damage to property proximately caused by failure of the equipment serviced hereunder, save and except those damages directly due to the sole

negligence of the Seller's employee. In no event shall the Seller be liable to the Buyer for any indirect or consequential damages or lost profits arising out of or relating to this agreement or performance or breach thereof.

4.5. The Buyer agrees to furnish safe and full access to all equipment described herein for the purpose of executing the terms of this agreement.

4.6. If the Seller is required to make repairs and/or replacement or emergency calls occasioned by improper operations, electrical power or boiler failure, negligence or misuse of the equipment, misapplied, malfunctioning, or improperly operated management controls, devices or computers installed and/or serviced by others due to any cause beyond the Seller's control except ordinary operation, then The Buyer shall reimburse the Seller for the expense incurred in making such repairs and/or replacement or emergency calls in accordance with the current established rates for performing such services.

4.7. In the event that repairs or replacements performed by the Seller are a recoverable cost or an allowable claim under any policy of insurance under which this customer is an insured party (primary, additional, or otherwise) or a loss payee, customer agrees to present such claim to the insurer and to diligently pursue such claim, and the customer further agrees that the Seller shall be entitled to payment for such repairs or replacements to the extent customer receives payment from the insurer. Upon request by the Seller, customer shall assign its rights under and for such claim to company.

4.8. The Seller is not required to furnish under this agreement any items of equipment or services which are recommended or required by insurance companies, Federal, state, municipal or other authorities.

4.9. Failure on the part of the Buyer to make payment when due shall release the Seller of its entire obligation of performance of this agreement.

5. Exclusions:

5.1. It is understood that the following are not the responsibility of the Seller under this agreement:

5.1.1. Operation of the equipment

5.1.2. Correction or replacement of equipment or components damaged due to corrosion, lack of proper water treatment, vibration, electrolytic action, or other causes beyond the control of the the Seller

5.1.3. Replacement of major components which cannot be repaired due to age or unavailability of replacement parts

5.1.4. Replacement or servicing of equipment or components such as pneumatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wiring, plumbing, non-moving parts such as pressure vessels, tubes, panels, duct work, structural supports, and decorative casings unless specifically included in this agreement

5.1.5. Services, repairs, or replacement necessitated by misuse, improper operation, continued operation of covered equipment against company recommendations, or negligence of Buyer, Buyer's employees, agents contractors or invitees.

6. Work by Others:

6.1. It is agreed that any alteration, addition, or repairs made by others, unless authorized by Seller, will release and terminate all obligations of the Seller

7. Hazardous Materials

7.1. The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify the Seller in writing if any hazardous materials, including without limitation, asbestos, are present at the job site. Customer shall take adequate precautions to protect the Seller, its employees, agents, and subcontractors from such hazardous materials if necessary for the performance of the work. Customer agrees to indemnify and save the Seller, its employees, agents, and subcontractors harmless from and against any loss, injury (including death) or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the job site.

7.2. The Buyer is responsible for the proper disposition of used oil and contaminated refrigerant in accordance with applicable laws and regulations. The Seller can provide these services for an additional fee.

8. Force Majeure

8.1. The Seller shall not be liable for fulfilling agreement terms during periods of labor strikes, riots, civil commotion or situations beyond its control.

8.2. The Seller shall not be liable for any loss or damage due to delay in furnishings labor or material under the terms of the agreement caused by reasons of strikes or labor troubles affecting the Seller's employees who perform the service called for herein, nor for delays in transportation, delays caused by priority or preference rating, orders or regulations established by government authority, or by an unusual delay in procuring supplies or other cause beyond the Seller's reasonable control.

8.3. In the event the Seller be required to make emergency calls to repair major damage caused by floods, fire, elements, lighting, riots, strikes, labor troubles, civil commotion of any kind, the Buyer shall reimburse the Seller for the expense in making such calls

9. Assignment – Transfer of Ownership

9.1. This agreement may not be assigned in whole or in part, nor may the service provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Seller.

9.2. In the event of sale or transfer of ownership or management of the premises at which the equipment is located, the undersigned Buyer agrees to remain liable for the total annual cost of the contract, regardless of the fact that payment may have been made monthly, unless the transferee agrees in writing to the Seller to assume the obligation under this contract of the transferor.

10. Credit Approval

10.1. The Buyer will, at the request of the Seller, furnish reasonable evidence the Buyer has made financial arrangements or has the necessary financial resources to fulfill his payment obligations. Acceptance of payment terms and duty to perform on the part of the Seller are subject to the approval the Seller's Credit Department.

11. Taxes & Regulations

11.1. The Buyer shall pay the Seller, in addition to the contract price, the amount of all excise, sale, use, privilege, occupation or other similar taxes imposed or costs incurred by the Seller resulting from compliance with any government regulations, which the Seller is required to pay because of the services furnished hereunder. These taxes or costs incurred and paid by the Seller shall be billed to the Buyer by the Seller as they occur.

12. Entire Agreement:

12.1. This agreement, together with all exhibits, terms and conditions mentioned in and attached hereto, shall constitute the entire agreement between us and all prior representations or agreements not incorporated herein are superseded.

13. Term of Agreement

13.1. Effective this **February 1, 2016** and continuing in force thereafter for a period of **5 years** unless terminated as hereinafter provided, Boland (the "Seller") agrees to provide covered services as per attached schedule of services for which **Arlington County VA Office** (the "Buyer") agrees to pay the annual sum of: **\$172,776.00**

13.2. This agreement will automatically be extended on a year-to-year basis unless terminated/cancelled by either party forty-five (45) days prior to any anniversary of the effective date by written notice given to the other party. In the event of annual extension, the Seller's annual price set forth above is subject to revision (downward or upward) according to the Seller's established pricing schedule existing on the aforesaid anniversary date, and notice thereof shall be mailed to the Buyer in writing at least forty-five (45) days prior to said anniversary date. The Buyer shall have ten (10) days following receipt of said annual price notification to terminate/cancel the agreement effective on the ensuing anniversary. If terminated, the Seller reserves the right to invoice the Buyer for any labor, equipment, or materials not covered by scheduled monthly payments during the contract period that have already been expended by the Seller. Invoices will include current labor prices along with equipment and materials billed at standard sale prices.

14. Price and Payment

14.1. The Buyer may elect to pay the annual sum in **Monthly** payments of **\$14,398.00** beginning on the effective (anniversary date) above and continuing on the 1st day of each month thereafter. It is understood and agreed that upon default in making any monthly installments when due, service by the seller will terminate and the entire balance due under the agreement is immediately due and payable.

14.2. The Buyer acknowledges that billing will be issued according to the Seller's standard terms: Net 30 days and 1.5% per month service charge over 30 days. Any additional charges incurred in collecting past due accounts will be added to the amount due.

15. Modifications:

Repair work needed outside the contract will be billed at \$175.00 regular time/\$262.50 overtime for Journeyman and \$145.00/\$217.50 overtime for Apprentices plus market rate for necessary parts. Response Time to be 2 Hours on site during business hours (Monday-Friday 7am-5pm) and 4 hours on site after hours, except for Shrlington.



HVAC EQUIPMENT SERVICE AGREEMENT

X. Pricing and Acceptance

Arlington County VA Office 1400 N Uhle St, #601 Arlington, VA 22201	Multiple Sites Arlington County, VA
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Boland Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Proposed Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Boland Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Boland agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Boland agrees to give preferential service to Customer over non-contract customers.



Service Fee

Customer agrees to pay to Boland the following amounts.

Contract Year	Annual Amount USD	Monthly Payment USD	Payment Term
Year 1-5	\$172,776.00	\$ 14,398.00	Monthly

Term

The initial term of this Service Agreement is 5 years, beginning February 01, 2016 and ending January 31, 2020.

Submitted By: Pat Payne <i>Account Executive</i>	Cell: (240) 876-2346 Office: (240) 306-3226 Proposal Date: January 12, 2016
Arlington County VA Office	Boland
Signature of Authorized Officer	 Mark Gallivan Sales Team Leader
Name of Authorized Officer (Print)	 Pat Payne, Account Executive
Title: _____	Approval Date
Purchase Order: _____	
Acceptance Date: _____	

ARLINGTON DETENTION CENTER						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	ARLINGTON DETENTION CENTER	CA1	CENTRIFUGAL CHILLER	TRANE	CVHE 045GA1G03GL2325	L30R03370
ARLINGTON COUNTY VA OFC	ARLINGTON DETENTION CENTER	CA2	CENTRIFUGAL CHILLER	TRANE	CVHE 045GA1G03GL2325	L10H04340
					Annual =	\$14,652.00

ARLINGTON MILL COMMUNITY CTR						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	ARLINGTON MILL COMMUNITY CTR	D1	WATER COOLED SCREW	TRANE	RTWD	U12J04145
ARLINGTON COUNTY VA OFC	ARLINGTON MILL COMMUNITY CTR	D2	WATER COOLED SCREW	TRANE	RTWD150F2B	U12J04144
ARLINGTON COUNTY VA OFC	ARLINGTON MILL COMMUNITY CTR	E01	TRACER SC	TRANE	BMLC400A	E12J66420
					Annual =	\$10,068.00

ARGUS HOUSE						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	ARGUS HOUSE		VRF OUTDOOR UNIT	TRANE	4TVR0072B90JNB	131751133x
ARLINGTON COUNTY VA OFC	ARGUS HOUSE		VRF OUTDOOR UNIT	TRANE	4TVR0096B300NB	150751019x
ARLINGTON COUNTY VA OFC	ARGUS HOUSE		VRF OUTDOOR UNIT	TRANE	4TVR0144B300NB	150251089x
ARLINGTON COUNTY VA OFC	ARGUS HOUSE		VRF INDOOR UNIT (4)	TRANE	4TVA0076B100NB	TBD
ARLINGTON COUNTY VA OFC	ARGUS HOUSE		TRACER SC	TRANE	BM5C	E14K93519
					Annual =	\$6,384.00

BARCROFT SPORTS COMPLEX						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	BARCROFT SPORTS COMPLEX	EA1	CONTROLS	TRANE	8MTX001A4A010	E06F50094
ARLINGTON COUNTY VA OFC	BARCROFT SPORTS COMPLEX	RO3	ROOFTOP UNIT	TRANE	YCD301CHH	N/A
ARLINGTON COUNTY VA OFC	BARCROFT SPORTS COMPLEX	RA1	ROOFTOP UNIT	TRANE	YCD901C4	729201611D
ARLINGTON COUNTY VA OFC	BARCROFT SPORTS COMPLEX	RA2	ROOFTOP UNIT	TRANE	YCD301C4H	729107085D
					Annual =	\$15,056.00

FAIRLINGTON COMMUNITY CTR						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	EA1	CONTROLS	TRANE	8MTX001A4B001	E07H0781
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	EA2	CONTROLS	TRANE	8MTM MP581	E07H50515
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	RTU1	RoofTop	TRANE	YCH600	C077E05242
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	RTU2	RoofTop	TRANE	YCH480	C07E05243
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	RTU3	RoofTop	TRANE	YCH30	C07E05244
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	M13	Condensat.g unit	TRANE	RAJCC	TBD
ARLINGTON COUNTY VA OFC	FAIRLINGTON COMMUNITY CTR	M04	AHU	TRANE	TBD	TBD

Annual =

\$16,104.00

FIRE STATION #1- ARLINGTON CO						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO		TRACER SC	TRANE	BMSC	TBD
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU1	ROOFTOP UNIT	TRANE	YCH067E3RHA	150413144L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU2	ROOFTOP UNIT	TRANE	YCH037E3RHA	150310082L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU3	ROOFTOP UNIT	TRANE	YCH047E3RHA	150412943L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU4	ROOFTOP UNIT	TRANE	YCH047E3RHA	150412968L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU5	ROOFTOP UNIT	TRANE	YCH047E3RHA	150412983L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU6	ROOFTOP UNIT	TRANE	YCH037E3RHA	150310065L
ARLINGTON COUNTY VA OFC	FIRE STATION #1- ARLINGTON CO	RTU7	ROOFTOP UNIT	TRANE	YCH037E3RHA	150310098L
						Annual = \$18,996.00

FIRE STATION #3- ARLINGTON CO						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FIRE STATION #3- ARLINGTON CO		TRACER SC	TRANE	BMSC	E14F60636
						Annual = \$3,780.00

FIRE STATION #5- ARLINGTON CO						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FIRE STATION #5- ARLINGTON CO		TRACER SC	TRANE	BMSC	E14F60636
						Annual = \$3,780.00

FIRE STATION #9 - ARLINGTON CO						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FIRE STATION #9 - ARLINGTON CO	E2	TRACER SC	TRANE	BMLC400A	E13K61502
						Annual = \$9,516.00

FIRE TRAINING CTR - ARLINGTON						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	FIRE TRAINING CTR - ARLINGTON	E1	TRACER SC SYSTEM	TRANE	BMSC000A-AD110000	E13K61502
						Annual = \$9,516.00

GLEN CARLYN LIBRARY						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	GLEN CARLYN LIBRARY		TRACER SC	TRANE	BMSC	E15E30694
						Annual = \$3,780.00

PARKS AND RECREATION CENTER						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	PARKS AND RECREATION CENTER	D01	AIR COOLED SCREW CHILLER	TRANE	RTWA0704	U04U09082
ARLINGTON COUNTY VA OFC	PARKS AND RECREATION CENTER	E01	CONTROLS	TRANE	BMTX	E05173690
						Annual = \$12,972.00

RPC						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	RPC		TRACER SC	TRANE	BMSC	E13G40997
ARLINGTON COUNTY VA OFC	RPC		BOILER	VISSMANN	CM2-246	7499085400174.00
ARLINGTON COUNTY VA OFC	RPC		BOILER	VISSMANN	CM2-246	7499085400176.00
						Annual = \$12,480.00

SHIRLINGTON LIBRARY						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	SHIRLINGTON LIBRARY	D01	WATER COOLED CHILLER	TRANE	RTWA 1004YH	U05F01012
ARLINGTON COUNTY VA OFC	SHIRLINGTON LIBRARY	D02	WATER COOLED CHILLER	TRANE	RTWA 1004YH	U05F01413
ARLINGTON COUNTY VA OFC	SHIRLINGTON LIBRARY	M-1	BOILER	VISSMANN	VSB-28	7459306
ARLINGTON COUNTY VA OFC	SHIRLINGTON LIBRARY	M-2	BOILER	VISSMANN	VSB-28	7450405
ARLINGTON COUNTY VA OFC	SHIRLINGTON LIBRARY		REFRIGERANT MONITOR	T80	TBD	TBD
						Annual = \$19,308.00

WESTOVER LIBRARY						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	WESTOVER LIBRARY	E02	CONTR-3LS	TRANE	BMTA001A4800C	E09C51845
ARLINGTON COUNTY VA OFC	WESTOVER LIBRARY		ROOFTOP UNIT	TRANE	YCH6004AH	C08109339
						Annual = \$10,044.00

WETA BLDG - ARLINGTON CO						
Customer Name	Location Name	Equipment ID	Equipment Type	Manufacturer ID	Wensoft Model Number	Wensoft Serial Number
ARLINGTON COUNTY VA OFC	WETA BLDG - ARLINGTON CO	E01	CONTROLS	TRANE	BMTW	E01E07196
ARLINGTON COUNTY VA OFC	WETA BLDG - ARLINGTON CO	R01	ROOFTOP UNIT	TRANE	TC0180830CFA	N/A
ARLINGTON COUNTY VA OFC	WETA BLDG - ARLINGTON CO	R02	ROOFTOP UNIT	TRANE	TC0180830CFA	N/A
ARLINGTON COUNTY VA OFC	WETA BLDG - ARLINGTON CO	R03	ROOFTOP UNIT	TRANE	SAHF C60EDY5C79	C01D46987
						Annual = \$38,900.00

Total Contract Total = \$172,776.00

New Annual Contract Total =

\$172,776.00

New Monthly Contract Total

\$14,398.00

